



## Health and Safety Addendum

Season: Summer 2014  
Accommodation Name: Hotel Majestic Beach

Contract Number: 1390894  
Resort: Sunny Beach, Bulgaria

This Addendum is supplemental to, and shall be treated for all purposes as being part of, the Accommodation agreement to which it is attached ("the Agreement").

Words and expressions in this Addendum shall have the same meanings as those attributed to them in the Agreement.

The Supplier agrees to work with TUI in relation to implementing TUI's Health and Safety policy and minimum standards, which may require action to raise the standard of health, hygiene and general safety enjoyed by customers.

The Supplier will ensure that an on-line Health and Safety self assessment questionnaire is completed on request, accurately, by a competent and suitably knowledgeable person (for which purposes that person shall consult with other competent employees if necessary), within the timescales required by TUI.

If the Supplier fails to complete the questionnaire, within the timescales or in part or at all, a full physical Health and Safety audit of the Accommodation will be commissioned by TUI. TUI reserve the right to seek full reimbursement of all reasonable costs incurred as a result of this Health and Safety physical audit – the cost will not exceed £1,000 (GBP).

In addition to the Supplier's obligation as detailed in Condition 5 of the Standard Terms and Conditions, and even if the Supplier shall have completed an on-line Health and Safety self assessment questionnaire within the timescales required by TUI, the Supplier agrees to permit any consultant or member of qualified staff appointed by TUI to carry out any inspection, audit or risk assessment of the Accommodation in relation to Health and Safety. TUI shall have full and free access to and copies of all reports, data and any other information relating to or resulting from the same, including those produced by a third party in relation to Health and Safety. If following such an inspection the Health and Safety on-line questionnaire is found to be materially false or inaccurate, the Supplier acknowledges that TUI's Health and Safety policy will require subsequent Health and Safety audits to be carried out by a consultant or member of qualified staff appointed by TUI; annually until such time that TUI, in its sole discretion, decides that the Supplier shall again be permitted to carry out Health and Safety on-line self assessments and the Supplier agrees to indemnify TUI from the cost of all such Health and Safety inspections until such time as Health and Safety on-line self assessment is permitted.

Following a Health and Safety audit, the Supplier agrees to implement all recommendations that have been determined as being "Priority" and that all other recommendations will be addressed (as identified in the Letter of Agreement issued by TUI or their Health and Safety consultants).

It is agreed that these recommendations must be completed in accordance with the timescales agreed in writing by both parties, subsequent to the signing of the Agreement.


The Supplier agrees to implement and maintain a management system for food and water hygiene in the Accommodation based on the HACCP (Hazard Analysis Critical Control Points) principles including measures to prevent the presence of Legionella and Cryptosporidium.

The Supplier agrees to ensure that a monthly fire alarm test is successfully carried out by a competent person and that the results are recorded in writing.

TUI must be informed immediately if the fire alarm system is not working correctly in full or in part.

As specified in Condition 5.1(1) of the Standard Terms and Conditions, the Supplier shall not at any time accommodate any customer or staff member of TUI's in any accommodation or part of the same that shall contain an individual internal gas-fired water-heating appliance and the Supplier hereby acknowledges that where a gas water heater exists, regardless of type or location, if according to TUI's consultants, the appliance is located such that there is a risk of carbon monoxide entering the principal habitation area then the Supplier shall treat these as "internal" appliances for the purposes of Condition 5.1(1).

It is hereby expressly agreed and declared by both parties that the entering into force of the Agreement is hereby made subject strictly to the receipt by TUI of a satisfactory Health and Safety audit completed by a TUI consultant.

  
Signed on behalf of the Supplier  
by its duly authorised signatory

Name: Mr Mihail Popov  
Date:

  
Signed on behalf of TUI  
by its duly authorised signatory

Name: Karen Charles  
Date:



## Sustainable Development Addendum

Contract no: 1390894  
Accommodation name: Hotel Majestic Beach

Season: Summer 2014  
Resort: Sunny Beach, Bulgaria

This Addendum is supplemental to, and shall be treated for all purposes as being part of, the Accommodation Contract to which it is attached ("the Agreement"). Words and expressions in this Addendum shall have the same meanings as those attributed to them in the Agreement.

1. In support of TUI's and its parent company TUI Travel PLC's, commitment to sustainable development, as evidenced by TUI Travel Plc's Group Sustainable Development Policy ("the Group Policy", [www.tuitravelpbc.com](http://www.tuitravelpbc.com)), which the Supplier hereby acknowledges to have read, the Supplier will initiate, or continue to develop and implement, a sustainability strategy covering the Supplier's impact on the environment, its employees and the local community.
2. All Suppliers are required to commit to the Group Policy and to maintain the practices and standards set out below during the Term. By entering into the Agreement the Supplier warrants and undertakes that it currently maintains, and will throughout the Term maintain as a minimum, each of the practices and standards specified in paragraph 6. TUI supports the UN Global Compact ([www.unglobalcompact.org](http://www.unglobalcompact.org)), the UN Convention on the Rights of the Child ([www.unicef.org/crc](http://www.unicef.org/crc)), and implements the Child-Protection Code against sexual exploitation of children ([www.thecode.org](http://www.thecode.org)). TUI hereby urges the Supplier to do the same.
3. The Supplier shall **maintain an active subscription** to the Travelife Sustainability System at [www.its4travel.com](http://www.its4travel.com). This costs between 125 and 375 euros per year, depending on location and number of beds at the hotel. Upon your initiation, a Travelife verified audit will take place within approximately 60 days. If not assessed as award level, the Supplier will then work to **improve its sustainability performance to award level** by implementing the resulting recommendations where practicable. The Supplier shall on request provide TUI with a copy of the assessment and resulting recommendations and, where applicable, its plan to implement the same.
4. To facilitate and demonstrate highest levels of environmental performance and commitment, the Supplier is encouraged to consider implementation of an international environmental management system such as ISO14001, EMAS or the EU-flower.
5. TUI itself or through its duly appointed consultants shall have the right to carry out unannounced inspections from time to time in order to monitor the Supplier's compliance with the above policies and commitments and to require change in the Supplier's practices if necessary, including a requirement to forthwith cease any practice or activity that is not in line with the Group Policy and the above commitments.
6. Minimum Practices and Standards:

### Environmental

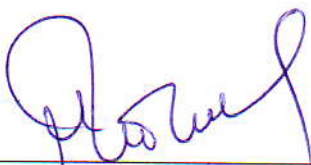
- Be actively engaged in aiming to achieve a reduction in energy and water consumption and costs.
- Be actively engaged in aiming to achieve a reduction in the volume of solid waste produced.
- Ensure all waste water discharged from the business is treated to meet national regulatory standards.
- The supplier shall upon request be able to report the total consumption of water and energy as well as total occupancy per month of the premises.

### Social & Ethical

- Ensure compliance with local employment legislation and that employees are paid at least a living wage or a wage equal to the national legal minimum wage.
- Ensure that children are protected against sexual abuse or exploitation on the premises and that the Supplier and its employees are aware of The Child-Protection Code against sexual exploitation of children and follow its recommendations, such as reporting any suspicious behaviour from guests to relevant local authorities.
- Ensure that if persons aged 17 or under are employed, they are afforded full protection in accordance with the UN Convention on the Rights of the Child, and local legislation, and are provided with favourable working times and favourable conditions of work specifically designed to protect them.

### Captive Animals

- If the Supplier's business involves captive animals in any form (e.g. as part of entertainment, captive birds, a petting zoo, etc), all animals must have been acquired legally and in accordance with the Convention on International Trade in Endangered Species of Wild Fauna and Flora, CITES ([www.cites.org](http://www.cites.org)), and the animal welfare guidelines outlined in the Travelife Animal Attractions Handbook must be observed ([www.its4travel.co.uk](http://www.its4travel.co.uk)).



Signed on behalf of the Supplier  
by its duly authorised signatory

Name: Mr Mihail Popov  
Date:



Signed on behalf of TUI  
by its duly authorised signatory

Name: Karen Charles  
Date: